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East Aurora Ufsd And East Aurora
Civil Svc Persnl Assn

SD
GEN

AGREEMENT

BY AND BETWEEN

**EAST AURORA UNION FREE SCHOOL DISTRICT
SUPERINTENDENT OF SCHOOLS**

AND

**EAST AURORA CIVIL SERVICE PERSONNEL
ASSOCIATION**

JULY 1, 2003 - JUNE 30, 2007

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE 1 - AGREEMENT

1.1 Duration

- 1.1.1 This agreement is entered into this 10th day of July, 2003, by and between the East Aurora Union Free School District, hereinafter called the "District," and the East Aurora Civil Service Personnel Association, hereinafter called the "Association."
- 1.1.2. This agreement, effective the 1st day of July, 2003, incorporates the entire understanding of both parties on all issues which have been discussed during the negotiations.

1.2 Negotiations Procedures

- 1.2.1 By no later than December 1 of the year prior to the termination of this contract, the Association President and the Superintendent will meet to discuss negotiations for a successor agreement. An additional Association representative shall have the right to attend this meeting. If both parties agree, negotiations will begin by not later than the second Friday in January with each party submitting a maximum of six proposals. Proposals will be described verbally in a conceptual nature or submitted in writing as determined by both parties. One of the proposals may represent all of the articles for which unit members are compensated or receive a stipend. For the purpose of this article, proposals will be defined as specific changes to or a deletion of a current article or the addition of a new article. When submitted in writing, proposals will be in such detail and in the form that the proposing party wishes them to be written in the contract.
- 1.2.2 If either party requests to open negotiations early, and not according to the stipulations in 1.2.1, and the other party agrees, the party requesting to open will present its proposals at the first meeting. The proposals will be in such detail and in the form that the proposing party wishes them to be written in the contract. At the second meeting, the other party will respond in the same manner. The first meeting and all necessary subsequent meetings shall be called at times mutually agreeable to both parties.
- 1.2.3 If there is not a mutual agreement to begin negotiations as described in 1.2.1 or 1.2.2 of this article, then meetings for a successor agreement will begin with the exchange of written proposals on the fourth Friday in January prior to the termination of this contract.

- 1.2.4 Before the conclusion of each meeting, the time, date, and place for the next meeting shall be established by mutual consent of the spokesperson of both parties.
- 1.2.5 The parties shall submit to each other a letter of certification stating the name of its chief spokesperson and empowering said individual to act as Chief Negotiator to make, consider, alter and tentatively agree to all proposals at the negotiations table. This letter of certification shall be presented to each party prior to the first formal negotiations meeting.
- 1.2.6 All tentatively agreed upon items must be initialed by each respective spokesperson prior to the conclusion of each meeting.
- 1.2.7 Upon completion of the negotiations process, all agreements tentatively reached by the negotiating teams shall be submitted in writing to the Superintendent of Schools and the Association membership for ratification.
- 1.2.8 Any release of the Tentative Agreement reached or the contents of the Final Agreement shall be done by mutual consent of both parties.
- 1.2.9 Upon ratification, the Agreement shall be signed by the President of the East Aurora Civil Service Personnel Association and the Superintendent of Schools.

1.3 Interpretation and Legal Effect

- 1.3.1 Except when this agreement says otherwise, the following rules apply in interpreting this agreement:
 - 1.3.1.1 A word used in the masculine gender applies also in the feminine.
 - 1.3.1.2 A word used in the singular number applies also in the plural.
 - 1.3.1.3 Each lettered appendix referred to in this agreement (for example, "Appendix A-1") is a part of this agreement and is incorporated in this agreement by reference.
 - 1.3.1.4 Giving notice to the District means giving notice in writing to the Superintendent by delivering it to him in person (in which case the Superintendent shall sign a receipt therefor), or by sending it to the Superintendent by registered or certified mail or telegram addressed to him at East Aurora Union Free School District, 430 Main Street, East Aurora, New York 14052.

1.3.1.5 Giving notice to the Association means giving notice in writing to the President of the Association by delivering it to him in person (in which case the President shall sign a receipt therefor), or by sending it to the President by registered or certified mail or telegram addressed to the President at his home address as shown on the books of the District.

1.3.2 If a court of competent jurisdiction determines that a provision of this agreement is invalid, such determination shall not affect the validity of any other provision of this agreement. If such a determination has been made and no appeal lies therefrom, or if the time to appeal has passed and no appeal has been taken, the parties as soon as is reasonably practicable, shall enter into collective negotiations limited to the subject matter of such invalid provision, provided that the subject matter is a mandatory subject of negotiations.

1.4 Taylor Law Notice

1.4.1 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 2 - RECOGNITION

2.1 Negotiation Unit

The District recognizes the Association as the exclusive negotiating agent for all employees of the District in the classified Civil Service except the following:

- a. School District Treasurer
- b. School District Clerk
- c. School Physician
- d. Superintendent of Buildings and Grounds
- e. Secretary to Superintendent of Schools
- f. Secretary to the School Business Administrator
- g. Payroll Clerk
- h. Senior Account Clerk
- i. Account Clerk-Typist
- j. Clerk-Typist assigned to the Business Office
- k. Secretary(ies) (2) to the Director of Curriculum, Instruction and Personnel
- l. Microcomputer Technical Support Specialist.

If the current incumbent listed in (I) above leaves the District, such job classification reverts back to the Association.

Further, the Association shall be the exclusive representative for any new or changed job titles established by the District during the term of this agreement. Further, the District is not precluded from exercising its statutory rights under the Civil Service Law and rules and regulations pursuant to the same.

- 2.2 The District and the Association agree to extend the period of unchallenged representation status to the maximum authorized by law.
- 2.3 The Association will notify the Superintendent of Schools in writing by the end of the second week of school in September of the names of those employees from whose salaries Association dues are to be deducted, and the total amount of dues to be deducted. Thereafter, for employees named in the notice, the District will deduct said dues in twenty (20) consecutive equal installments beginning with the second paycheck in September. Further, the District will deduct an "agency fee" in an amount equivalent to the Association's dues in the same manner from the salaries of employees who are not members of the Association, but who are certified in writing by the Association to the Superintendent of Schools by the end of the second week of school in September, or not later than thirty (30) days from the date of employ of each person hired after September 10th of each school year, as being in the negotiating unit represented by the Association. The Association will indemnify and hold the District and any of its officials or employees harmless from any cause of action, claim, loss or damage incurred as a result of the deduction of any dues or agency fee from the salary of any employee.
- 2.4 The District shall check off and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the payroll office for any NYSUT member or agency fee payer. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the employer. The employer shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the plan and the bargaining agent with a list of all employees from whose salaries such deductions have been made.

ARTICLE 3 - DEFINITIONS

3.1 The following definitions apply in interpreting this Agreement:

- a. "DISTRICT" means the East Aurora Union Free School District and applies to all persons (e. g., the Superintendent of Schools, administrators, supervisors) and bodies (e. g., the Board of Education) properly authorized to act on behalf of the District.
- b. "BOARD" means the Board of Education of the District and applies only when it is intended that the Board itself shall act or refrain from action.
- c. "SUPERINTENDENT OF SCHOOLS" means the person appointed by the Board to serve on a regular or acting basis as the Superintendent of Schools.
- d. "ASSOCIATION" means the East Aurora Civil Service Personnel Association.
- e. "EMPLOYEE" means a person in a position included in the unit described in paragraph 2.1 of this agreement.
- f. "PARTY" means the District or the Association.
- g. "PARTIES" means the District and the Association.
- h. "AGREEMENT" means this agreement, all appendices referred to in this agreement, and all amendments to this agreement.
- i. "AMENDMENT" means a change in the provisions of this agreement made during its term by mutual consent of the parties.
- j. "FISCAL YEAR" or "SCHOOL YEAR" means the period which begins at 12:01 a. m. on July 1st.
- k. "SALARIED EMPLOYEES" - Ten (10) and twelve (12) month employees on a regular schedule and paid on a salary basis.
- l. "PERMANENT PART-TIME EMPLOYEES" - Those employees who are assigned a regular weekly work schedule which requires them to work nineteen (19) or more hours per week designated as full-time for their area of employment as stipulated in Article 5.1.6.

- m. "PART-TIME EMPLOYEES" - Those employees who work as substitutes, or on a temporary basis, or who are assigned a regular weekly work schedule of less than nineteen (19) hours per week.
- n. "AREA OF EMPLOYMENT" means a general division of employment with the District in which an employee works, such as plant operation, clerical, teacher aide, or monitoring.
- o. "CLASSIFICATION OF EMPLOYEE" means a specific job title assigned to a position of employment within the District (e. g., custodian, clerk-typist, or monitor).
- p. "ACTIVE PAYROLL" refers to the time when the employee is being paid for working or is on paid leave time pursuant to this agreement as opposed to the time when the employee is on unpaid status such as absent, on unpaid leave or on layoff.
- q. "UNIT" and "NEGOTIATING UNIT" each means the employer-employee negotiation unit as set forth in the preamble to this agreement.
- r. "EXECUTION DATE" means the date identified as such under the heading "SUBSCRIPTION" of this agreement, which shall be the date on which the parties both sign this agreement, or if the parties sign on different dates, then the latest date on which a party signs.

ARTICLE 4 - ASSOCIATION RIGHTS

4.1 Posting Notices

- 4.1.1 The Association shall have the right to post notices of Association activities only on bulletin boards designated by the Superintendent.

4.2 Association Conferences

- 4.2.1 The President of the Association, or his designated representative, will be allowed five (5) conference days without the loss of pay or benefits to attend Association conferences held on a statewide basis and/or attend any contract level three grievance, and or PERB hearing. The conference days may only be used in half or whole day increments and the business administrator and the immediate supervisor must be notified of same at least three (3) days in advance.

**ARTICLE 5 - GENERAL CONDITIONS/PERSONNEL FILE/
EVALUATION/REDUCTION IN WORK FORCE/
SUPERINTENDENT'S CONFERENCE DAY COMMITTEE AND PARTICIPATION**

5.1 General Conditions

- 5.1.1 The District reserves and retains, solely and exclusively, all of its inherent rights to manage the District as such rights existed prior to the execution of this agreement, except to the extent that any such right is limited by a specific provision of this agreement.
- 5.1.2 Any salaried employee may be required to work up to five (5) hours overtime per week.
- 5.1.3 Each employee will, at the time of his employment, be informed of any fringe benefits provided by this agreement for which he may be eligible.
- 5.1.4 An employee may be required to report for work on a holiday, off day, or unassigned day to assist in the handling of special, unusual, or emergency conditions. Compensation shall be as set forth in Article 6.
- 5.1.5 The work year for salaried employees will be as set forth in Appendix C-1 and C-2 to this agreement. The District shall provide the appropriate tools for maintenance and plant operations to carry out all required assignments.
- 5.1.6 The regular work week for salaried employees will consist of five (5) consecutive days of work from Monday through Sunday for a total number of hours, per employment area, as follows:
- | | | |
|----|-----------------|----------|
| a. | Plant Operation | 40 Hours |
| b. | Clerical | 35 Hours |
| c. | Monitoring | 35 Hours |
- 5.1.7 An employee will be given a five (5) working day notice prior to any permanent change in his work schedule/shift as established at the time of his employment, unless the employee agrees to a shorter notice.
- 5.1.8 Newly hired employees will be informed, at the time of employment, of any probable changes in work week or shift.
- 5.1.9 Notification of vacancies, including general job descriptions and required qualifications, in salaried, permanent part-time and part-time positions will be posted for ten (10) working days in each building in the Main Office, and Custodian's Room and in the Central Office and Maintenance Department.

- 5.1.9.1 Any employee who wishes to apply for a posted position must do so in writing not later than ten (10) working days following the date of posting. Applicants will be notified of the status of their applications, or interviewed, within ten (10) working days of the closing date for applications.
- 5.1.9.2 The Association and the District agree that a high level of work skills, a broad range of related experiences and excellent general work habits are among the primary attributes sought when filling any position. In the event that the finalist candidates for a position are judged to be equal in terms of these primary attributes, and one of the finalist candidates is a current employee of the District, the candidate currently employed by the District and seeking a promotion shall be selected for the position. In the event that two or more current District employees are in the group of finalist candidates judged to be equal in possessing these primary work attributes, the employee with seniority shall be selected for the position.
- 5.1.9.3 In the competitive class, promotions to positions within the bargaining unit shall follow Civil Service rules and practice. However, should the finalist candidates be judged equal (placement in top 3), the District policy/practice referenced in 5.1.9.2 above shall apply. When there is no existing Civil Service list for the position to be filled, whether temporarily or permanently, the selection of an employee to perform such service in a higher position shall be based on the District policy/practice referenced in 5.1.9.2 above.
- 5.1.9.4 If the successful candidate for the vacancy is a current District employee, be it competitive or non-competitive, the parties agree that no employee shall sustain a loss in pay or benefits, but shall be paid at the applicable rate for either the current position or the position the employee vacated, whichever is greater, until such time as the promotional rate of pay meets or exceeds the rate of pay for the position vacated.
- 5.1.9.5 In filling vacancies, the District shall comply with Civil Service Law of the State of New York, including any and all rules and regulations of the Erie County Civil Service Commission.
- 5.1.10 The District agrees to negotiate the impact of entry into a contract or sub-contract which will provide for work and/or services regularly performed by the employees covered by this agreement. This will not preclude the District from investigating or evaluating various contract or sub-contract proposals. The District agrees to advise the Association when the District investigates and evaluates various sub-contract proposals and, prior to the

District making a final decision on such a proposal, to receive any input and/or advice that the Association wishes the District to consider.

- 5.1.11
- a. In the event that school is closed due to weather conditions or some other emergency condition, each salaried clerical and plant operation employee, except second and third shift plant operation employees, is expected to report for work unless otherwise instructed by the Superintendent. An employee unable to report to work must contact, by telephone, as soon as possible, his immediate supervisor. On the first two (2) such days during each school year, an employee who was unable to report to work due to the emergency condition which existed and telephoned his immediate supervisor and/or was instructed not to report to work, would suffer no loss in compensation. On any such days beyond the first two (2) emergency closing days in each school year, the compensation of each salaried clerical and plant operation employee who does not report for work will be deducted at his daily rate of pay.
 - b. If, however, a salaried clerical or plant operations employee is unable to report for work due to the emergency condition, he may with the approval of his immediate supervisor and the Superintendent use a business leave day to cover his absence. If the employee has no business leave days left, payment will be deducted at his daily rate of pay for that day. Hourly paid workers will normally not report for work on emergency closing days and will not be paid. If an hourly employee is called into work, he will be paid at his regular rate of pay.
 - c. Upon instances when weather conditions are deemed hazardous and unsafe for second and third shift employees in plant operations to travel to work, an employee who is unable to report to work must contact, by telephone, as soon as possible, his immediate supervisor. For the first two (2) such days during each school year, an employee on second or third shift who is unable to report to work due to existing weather conditions, and who has telephoned his immediate supervisor, may request the use of a business leave day if available. In the event no business leave day is available, then payment to the employee will be deducted at his daily rate of pay.
- 5.1.12 Salary notification and notification of continued employment will be sent to all continuing employees prior to July 1 each year. In the event that a contract is still under negotiation on June 30, a notice of continuing employment will be sent to all continuing employees. Salary notices will be sent as soon as practicable after ratification of the contract.
- 5.1.13 Unit members assigned to second or third shift will be provided a means of communication for security purposes if they are scheduled to be alone in the building.

- 5.1.14 Operations and Maintenance shifts start times will apply to all three (3) buildings.
Shift start time descriptions to be listed as follows:

1st shift will begin during the time period from 5:00 a.m. to 9:00 a.m.
2nd shift will begin during the time period from 1:00 p.m. to 4:00 p.m.
3rd shift will begin during the time period of 4:00 p.m. to 1:00 a.m.

It is solely within the discretion of the Superintendent of Schools to assign and/or change the shift definition at his discretion.

- 5.1.15 Each unit member is responsible for participation in the annual training requirement pertinent to that unit member's employment area, including but not limited to Right-To-Know/Hazardous Communications Standard, Infection Control and Medical Waste Disposal.

5.2 Personnel File

- 5.2.1 The personnel file maintained in the office of the Business Administrator shall be the only official personnel file maintained by the District. Each employee shall have the right to examine the contents of his personnel file upon at least one (1) work day's notice and may be accompanied by a representative from the Association if he desires.

- 5.2.2 No evaluations or disciplinary matters will be placed in any employee's personnel file until the employee has been given an opportunity to read the contents and attach any comments that he might desire. Upon written request, an employee shall receive a copy of any such material in the employee's personnel file with the exception of those items deemed confidential, at no cost to the employee.

The employee may request to include in his personnel file any material which he feels is pertinent to his performance and personal qualifications. Such requests shall not be unreasonably denied.

- 5.2.3 Employees are required to notify the Business Administrator of a change of address or telephone number within three (3) school work days.

5.3 Evaluation

- 5.3.1 The District shall prepare an annual written evaluation for all employees covered by this agreement. The purpose of the evaluation is to improve and/or assess job performance.

5.3.2. The District shall prepare evaluations for all probationary employees to assess job performance.

5.3.3 The District shall prepare no more than two evaluations for employees covered by this agreement who are serving in an eight-week probationary period.

5.3.4 Employees have the right to make a written response within ten (10) district working days from the date of the conference relating to the evaluation. Such response shall be attached to the evaluation form filed in the employee's personnel folder. A probationary employee must respond to the evaluation within time to complete the process prior to a decision on permanent employment.

5.4 Reduction in Work Force

5.4.1 In the case of a reduction in the work force in any competitive job title covered by this agreement, or a subsequent recall after a reduction or layoff, the District will be governed by and comply with the provisions of the New York Civil Service Law and regulations issued thereunder.

5.4.2 The provisions of this Section, and all the paragraphs hereunder, will apply only to non-competitive class employees of the District.

5.4.3 "SENIORITY" means the length of a regular full-time or regular part-time employee's continuous service with the District from the date of his last hire. However, a regular part-time employee, except for teacher aides, will accrue seniority only in the proportion that the employee's scheduled hours have to that of a regular full-time employee. An employee while on probation does not have any seniority, but acquires seniority (retroactive to the date of the employee's first day of work) on the day following his last day of probation. Service as a substitute shall not be counted in calculating seniority for any purpose under this agreement. Overtime hours shall not be used as a basis for computing seniority.

5.4.4 As used in paragraph, 5.4.3, "continuous service" includes only those periods when an employee is on the District's active payroll, and those periods when an employee is on paid leave of absence, holiday or vacation. (An employee will not accrue seniority while on layoff of any unpaid leaves)

5.4.5 An employee loses seniority only when one or more of the following occurs: (a) the employee resigns; (b) the employee is discharged; (c) the employee retires; (d) the employee refuses a recall to any permanent position from which he has been laid off, or fails to return to work within fourteen (14) consecutive days after a notice of recall has been sent to the employee by certified mail, return receipt requested; (e) the employee has

been on layoff for a continuous period in excess of four (4) years; (f) the employee fails to return to work on the tenth (10th) working day following his leave or absence or excused absence expires unless the Superintendent, in his sole discretion, excuses any further absence.

- 5.4.6 No regular full-time 10-month or 12-month employee will be laid off until all temporary; probationary and part-time employees in the laid off employee's job title are laid off.

Should it become necessary to reduce the number of hours assigned to non-competitive employees, the reduction shall be done on the basis of seniority within their respective job classification. The District agrees that this provision shall include the position of laborer and monitor but shall not include the position of teacher aide.

Any employee entitled to holiday pay for the preceding twenty-four (24) months, reduced in hours to the point where they are no longer entitled to holiday pay shall continue to be entitled to the same for one full academic year following the reduction, provided they are employed by the District as of the date of the holiday.

- 5.4.7 Should the District determine layoffs to be necessary within a job title, the employee with the least seniority within that job title will be the first to be laid off until the total number of employees determined by the District as necessary to decrease forces within that job title shall be established. Having exhausted his seniority in a job title, a laid off employee may exercise his seniority to displace an employee with less seniority in another job title, provided that laid off employee is on an active competitive civil service list and is qualified to perform the work of the other job title. A laid off employee who exercises his seniority as provided by this paragraph to move to a higher job title will be paid at the rate of pay as indicated in Article 7. When the District determines to recall employees from layoff, the laid off employee with the most seniority in the job title to which recall is being made shall be recalled first. The District need not recall any employees, other than permanent regular full-time employees.

- 5.4.8 The District shall notify an employee subject to layoff at least fourteen (14) District work days prior to the effective date of layoff.

5.5 Superintendent's Conference Day Committee and Participation

- 5.5.1 The Association President agrees to appoint at least one (1) but no more than three (3) teacher aides and one (1) clerical employee to the Superintendent's Conference Day Committee to assist in the planning and implementation of staff development activities. This Committee will make a recommendation to the Superintendent of Schools which will include the

number of Superintendent's Conference Days to be scheduled on the District Calendar as well as proposed programs for these days.

- 5.5.2 All employees will participate in Opening Day activities. Operations and Maintenance employees will be excluded from Superintendent's Conference Days (not including Opening Day) but will meet for a minimum of two (2) days in July or August for the purpose of staff development. Should additional staff development days be recommended to the Superintendent, the Superintendent's Conference Day Committee will include in that recommendation the work status for each group of employees for that day. Any group of employees not expected to participate in the activities for that day will not be paid for that day.
- 5.5.3 All salaried unit members and Teacher Aides not included in the above paragraph will be required to attend two (2) Superintendent's Conference Days in addition to Opening Day activities. Should additional staff development days be recommended to the Superintendent, the Superintendent's Conference Day Committee will include in that recommendation the work status for each group of employees for that day. Any group of employees not expected to participate in the activities for that day will not be paid for that day.

ARTICLE 6 - SALARY AND WAGES

- 6.1 For salary purposes, all positions will have a minimum hiring salary (rate) as set forth in Appendix B to this agreement.
- 6.2 The base for establishing the number of workdays and hours per year, for purposes of daily and hourly rate determination, shall be:
- 6.2.1 12 month employees - 260 days; plant operation - 2,080 hours; Clerical - 1,820 hours.
- 6.2.2 10 month clerical employees, including computer support assistants, - 200 days, 1400 hours
- 6.2.3 Suspension room monitor(s) will work the same number of days as teaching personnel, however, for purposes of determining benefits and wages, the daily and hourly rate determination shall be based on 200 days, 1400 hours.
- 6.3 The District reserves the right to withhold or grant additional salary increases whenever an employee has not, through his own fault, taken necessary action to remove himself from temporary or provisional status.

- 6.4 An employee who is temporarily assigned to work in a higher paying position shall receive an hourly rate of pay equal to that which he is currently being paid plus 6%, beginning on the second (2nd) day after his reassignment.
- 6.5 An employee who is called into work on a day in which he is not normally scheduled to work, or who is called back to work after he has left the job at the end of his normal work period, will be paid for a minimum of two (2) hours time at the applicable rate of pay.
- 6.6 Overtime
- 6.6.1 Overtime rates shall be paid when the actual number of hours worked in any calendar week exceed the normal number of hours per week for Plant Operations (40 hours), Clerical (35 hours), and or Teacher Aides (35 hours).
- 6.6.2 Clerical and teacher aide unit members hired prior to July 1, 1998 will receive overtime rates for work beyond thirty-five (35) hours per week. Clerical and teacher aide unit members hired on or after July 1, 1998 will receive overtime rates for work beyond forty (40) hours per week. The implementation and administration of overtime is solely within the discretion of the Superintendent of Schools.
- 6.6.3 If overtime for operations and maintenance personnel is available, it will be offered to all qualified unit members on a rotation, seniority basis by building.
- 6.6.4 When a paid holiday or vacation day occurs during the workweek, the appropriate number of hours per day, per any employee affected, shall be counted as actual hours worked for the purpose of determining if overtime rates are payable to such affected employee.
- 6.6.5 Overtime shall be paid at a rate equal to 1.5 times the hourly rate equivalent of his regular salary.
- 6.6.6 Overtime rates will be paid for all hours worked on a paid holiday.
- 6.6.7 Overtime rates will be paid for building checks on Saturdays, Sundays and holidays for one (1) hour for elementary buildings, and one and one half (1-½) hours for the middle and high schools for each required building check.
- 6.7 Additional compensation for Lead Custodians shall be as follows:
- a) Second Shift \$900.00
 - b) Third Shift \$850.00

- 6.8 All employees on the second shift shall be paid an additional twenty-five cents (\$.25) per hour. All employees on the third shift shall be paid an additional thirty (\$.30) per hour.
- 6.9 Certain ten (10) month clerical employees may be designated to work up to twenty-one (21) days during the months of July and August at times assigned by their immediate supervisors. These employees will be paid at an hourly rate equivalent of the annual salary which they are to receive during the next succeeding school year. Time worked must be applied in half or full-day increments only.
- 6.10 A ten (10) month employee will not be required to work during the Winter and Spring recesses, and shall not suffer any loss of pay as the result of the recesses. However, if specifically requested by the building principal, with the approval of the Superintendent, a ten (10) month employee will work and will be compensated for such service.
- 6.11 Effective July 1, 2003, July 1, 2004, July 1, 2005 and July 1, 2006, hourly rates will be increased pursuant to Appendix F.

ARTICLE 7 - CREDIT FOR SALARY PURPOSES

- 7.1 Ten (10) month salaried and permanent part-time newly hired employees, from July 1 through the first working day in February, will be considered for salary increases in the following year, as if they had completed a full year of employment. Those hired from the second working day in February through June 30 will remain at the same salary or hourly rate at which they were hired for the following year.
- 7.2 Twelve (12) month salaried employees newly hired from July 1 through the first working day of January, will be considered for salary increases in the following year as if they had completed a full year of employment. Those hired from the second working day in January through June 30 will remain at the same salary or hourly rate at which they were hired for the following year.
- 7.3 A salaried employee who receives either a probationary, provisional, or temporary appointment to a higher salaried position in his same area of employment will immediately receive an increase equal to his current hourly rate plus at least 6% or entry level salary, whichever is greater, calculated to an annual salary. Should the employee be returned to the original appointment, his salary shall be returned to the hourly rate/salary being received at the time of the appointment, adjusted for increases, if any, equal to those received by others in that classification.

- 7.4 A part-time employee who is appointed to a salaried position in his same area of employment shall receive an increase in wages equal to his current hourly wage plus 6% or entry level salary, whichever is greater, calculated to an annual salary. Said employee, except for teacher aides, shall receive longevity credit for the employee's past, continuous part-time service proportionately based on the total number of hours worked as a part-time employee divided by the specified annual hours for the position to which he is being appointed, rounded to the nearest whole year.
- 7.5 A part-time, except for teacher aides, or salaried employee who is promoted to an area of employment different from that of his current employment may receive an hourly wage, calculated to an annual salary, at the discretion of the Superintendent.
- 7.5.1 Said part-time employee shall receive longevity credit for the employee's past, continuous part-time service proportionately based on the total number of hours worked as a part-time employee divided by the specified annual hours for the position to which he is being appointed, rounded to the nearest whole year.
- 7.6 Referencing Article 5.4.2, Article 7.4 and Article 7.5, the following shall apply to teacher aides. Teacher aides shall be given service credit for their past employment as follows:
- 7.6.1 Prior to July 1, 1995, credit for past employment shall be the total number of hours worked as a part-time employee, divided by the specified annual hours for the position to which the employee is being appointed, rounded to the nearest whole year.
- 7.6.2 Effective July 1, 1995, credit for employment for teacher aides shall be six (6) months of service credit for each academic year of employment regardless of the actual hours worked. A partial year of employment shall be calculated according to 7.6. a above. The sum of paragraphs "7.6.1" above and this paragraph (7.6.2) shall be considered to be the service credits for the basis of determining longevity payments. This shall not be used as the basis for calculation for purposes of the Employee Retirement System.

ARTICLE 8 - GENERAL LEAVE PROVISIONS

- 8.1 The provisions of Articles 8, through 15 shall apply to salaried employees. Articles 8, 9.1.1, and 10 through 15 will apply to hourly employees, as indicated, except that leaves granted under Article 12 and 13 will be granted without pay.

8.2 Any and all benefits otherwise accruing to an employee with the passage of time will not accrue to the employee while the employee is on leave without pay for a period of time greater than ninety (90) calendar days, except as follows:

8.2.1 Medical and dental coverage will be provided for no more than three (3) calendar months. If the leave begins before the fifteenth calendar day, or the employee returns after the fifteenth day of a calendar month, that month shall be counted as one of the three months for which this benefit is paid.

8.2.2 Years of service - If ten-month and part-time employees have completed more than one hundred (100) days of service during the fiscal year and a twelve-month employee more than one hundred thirty (130) days, a full year of service shall be counted toward wage increases, longevity, and vacation award determination during the following fiscal year. Employees will not be credited with sick and personal leave during the period of absence. Holiday pay will not be paid unless an employee has worked the day before and the day after the holiday.

8.2.3 Request for leave without pay will be made at least thirty (30) days in advance of the requested effective date of the leave when possible.

8.3 The Superintendent may require a physical examination and/or a physician's certification or other appropriate substantiation for any absence from work.

8.4 Salary deductions for any absence not covered by any leave-with-pay provisions will be made at the employee's daily rate of pay for each full or half-day of such absence.

8.5 Any employee who will be absent from work for any reason authorized by this agreement (e. g., personal illness, business leave, etc.) shall notify his immediate supervisor of his intent to be so absent prior to the beginning of the workday on which he will be absent, or as soon as possible thereafter in cases of personal illness not due to the employee's own negligence.

ARTICLE 9 - SICK LEAVE PROVISIONS/WORKER'S COMPENSATION

9.1 General Sick Leave Provisions

9.1.1 a. Each hourly employee regularly assigned at least nineteen (19) hours per week but less than thirty-five (35) hours per week will be credited with ½ sick day per month worked.

- b. Each hourly employee regularly assigned at least nineteen (19) but less than thirty-five (35) hours per week may accumulate sick leave to a maximum of one hundred (100) days.
 - c. Sick leave may only be taken in half day and full day increments, i.e. a four (4) hour per day employee will receive a half day equal to two (2) hours.
- 9.1.2 Salaried Ten (10) and twelve (12) month employees will be credited with one (1) day of sick leave per month worked. Ten (10) month employees who work at least fifteen (15) days during the period July 1 through August 31 in any year will be credited with one (1) day of sick leave for this period of service.
- 9.1.3 Salaried 10-month employees, including suspension room monitor(s), may accumulate sick leave up to a maximum of two hundred (200) days. Salaried 12-month employees may accumulate sick leave up to a maximum of two hundred forty (240) days. The Superintendent reserves the right to extend this leave for employees who have twenty (20) years or more of service in the East Aurora Union Free School District.
- 9.1.4 Salaried unit members using one (1) or less sick days in a fiscal year, shall be entitled to two (2) extra days off with pay. If the unit member is a salaried twelve (12) month employee, these extra days will be credited as vacation days, or the unit member may request compensation for these days. If the unit member is a salaried ten (10) month employee, these days will be credited as excess days, or the unit member may request compensation for these days. Days to be paid as additional compensation will be paid by July 30 of the year subsequent to the school year in which earned at the rate of pay for the year in which earned. Days to be taken as vacation or excess days will be taken by August 30 of the year subsequent to the school year earned and determined by mutual agreement between the unit member and supervisor.
- 9.1.5 If in the final fiscal year of service an eligible employee submits to the District a letter of resignation for the purpose of retirement, at least sixty (60) days prior to the effective date of the retirement, compensation will be paid in recognition for past services rendered to the District, in an amount equal to twelve (12%) percent of the number of unused sick days accumulated, but not less than twelve (12%) percent of the basic annual salary. Such compensation for a person retiring other than at the end of a fiscal year will be computed on the basic annual salary for the prior year. The retiring employee has the option of the aforementioned payment for unused sick leave or of applying unused sick leave as additional service credit upon retirement, as provided under 41J, but cannot elect both provisions.

- 9.1.6 At the employee's option, such funds which the employee may be eligible to receive, as well as any funds due to the employee under the Retirement Incentive Program, may be left on deposit with the District, multiplied by 1.035% and used to be credited toward any insurance premiums for that employee until said account is reduced to zero.
- 9.1.7 Should said employee die before said account is reduced to zero, the District shall pay the premium for said insurance for the benefit of the surviving spouse, if any, until the account is reduced to zero. If no spouse survives such employee, all obligations of the District with respect to this account shall cease and the account shall be cancelled. No interest on said account shall be payable to or on behalf of any employee and nothing herein shall require the District to establish an actual account or segregate monies for purposes of establishing any account.
- 9.1.8 The insurance purchase portion of this provision shall be null and void if the State of New York mandates the payment of health insurance for retired employees.
- 9.1.9 An employee shall use sick leave only in the event of his own illness or the illness of his parent, spouse or child. Such leave will be deducted only in full or half-day increments.
- 9.1.10 Each employee shall be furnished with a statement of accumulated sick leave not later than September 30.

9.2 Worker's Compensation

- 9.2.1 All employees shall be covered by New York State Compensation Insurance to the extent required by law.
- 9.2.2 An employee, necessarily absent from duty because of an occupational injury or disease due to his job as an employee, shall be allowed full pay under the District plan for sick leave pay, provided the employee is entitled to such sick leave pay at the time of the absence.
- 9.2.3 Following the adjudication of the employee's case by the Worker's Compensation Board with an award granted covering the time of his absence from such employment because of such injury, such compensation shall be credited and paid directly to the District.
- 9.2.4 Upon payment of such reimbursement for sick leave utilized to the District, the Superintendent shall credit to the sick leave account of the employee in the same proportion that the compensation award bears to the sick leave pay rate received by the employee.

ARTICLE 10 - BUSINESS LEAVE PROVISIONS

- 10.1 Ten (10) month and twelve (12) month salaried employees, and suspension room monitor(s) will be permitted to be absent with pay a maximum of three (3) days per year for the purpose of taking care of urgent personal business which cannot be conducted outside of his normal working hours. Business leave days not used during the year will be added to accumulated sick leave at the beginning of the following year. Business leave will be taken with prior approval, except in the case of an emergency, upon request to the School Business Administrator, on forms provided for this purpose.
- 10.2 Business leave may be taken for medical or dental appointments, legal appointments, court appearances, marriage or graduation of a member of the immediate family, or natural disaster. Employees will complete the appropriate form (Appendix E) to request Business Leave.
- 10.3 Business leave shall be taken only in full or half-day increments.
- 10.4 Business leave may not be taken on any workday immediately preceding or following a paid holiday, non-paid unassigned day or vacation period, except when absolutely necessary.
- 10.5 An employee will request the business leave at least three (3) working days in advance of the date for which the leave is requested (except in the case of an emergency, when the three (3) day notification requirement may be waived by the District) in order to permit the orderly processing of the form. Insofar as is practicable, business leave forms will be transported in a sealed envelope and will be returned to the employee prior to the date for which the leave is requested.
- 10.6 Part-time employees will be permitted to be absent with pay for two (2) days per year for the purpose of taking care of urgent personal business which cannot be conducted outside of his normal working hours. Said business leave is not cumulative. The preceding provisions apply regarding use and application for business leave.

ARTICLE 11 - BEREAVEMENT LEAVE PROVISIONS

- 11.1 Bereavement leave shall be granted to all employees as follows:
- 11.1.1 Up to five (5) days for spouse, son, daughter, mother, father, significant other or relative living in the home.
- 11.1.2 Up to three (3) days for brother, sister or in-law (mother, father, brother, sister).

11.1.3 Up to one (1) day for other relative, friend or neighbor.

11.2 In circumstances where the funeral in 11.1.1, 11.1.2, or 11.1.3 requires travel of one day or more, an additional two (2) days bereavement leave may be granted, with the approval of the Superintendent.

ARTICLE 12 - JURY DUTY

12.1 An employee required to serve on jury duty shall not have any days or any type of leave deducted and shall be paid his regular salary, less his compensation from jury duty, excluding mileage.

12.2 An employee relieved of jury duty so that he can return to school during his normal working hours should report to his immediate supervisor.

12.3 If an employee is requested by the District to postpone jury duty (including Grand Jury service) to the summer months, the employee will make every effort to do so.

ARTICLE 13 - VOLUNTEER FIRE FIGHTERS

13.1 A volunteer fire fighter may be granted permission to leave work without suffering any loss in compensation when a local emergency involving the fire company of which he is a member, is of such an extreme nature that all available fire fighters of the fire company are needed.

13.2 Permission will be granted by the employee's immediate supervisor.

13.3 In the event that such an emergency has occurred prior to the start of the employee's normal working hours and will extend into those hours, he will call his immediate supervisor at the earliest possible time. The employee shall return to work if the emergency has not extended to a time beyond his normal working hours.

ARTICLE 14 - DISABILITY LEAVE PROVISIONS

14.1 In cases where an employee is able to anticipate the need for, and expected length of, an absence due to a personal physical disability of illness where such absence would be for a period of two (2) weeks or more, the employee will advise the Business Administrator in writing of the expected starting date and expected length of disability as soon as they are known by the employee, followed as soon thereafter as possible by a statement by a physician confirming the expected period of confinement.

- 14.2 The employee shall return to work as soon as able to perform the duties of his position, and has supplied the Business Administrator with a statement from the attending physician to that effect.
- 14.3 During the period of disability leave, the employee may use any entitled sick leave under Article 9.

ARTICLE 15 - OTHER LEAVES

- 15.1 A leave of absence for military service shall be granted in accordance with Sections 242 and 243 of the Military Law.
- 15.2 Leaves of absence without pay for other reasons may be granted upon written application to the Superintendent.

ARTICLE 16 - SICK LEAVE BANK

- 16.1 Each salaried employee will contribute one (1) of his credited sick leave days per year to the Sick Leave Bank.
- 16.2 Any salaried employee who suffers from a prolonged illness which causes the employee to need more than his accumulated number of days leave, may apply for permission to draw upon days accumulated in the Sick Leave Bank. All accumulated paid leave time available to the employee must be exhausted prior to application to the Sick Leave Bank. If a vacation has been previously scheduled after day(s) have been exhausted, employee has the option of taking vacation at no pay or not taking vacation.
- 16.3 The maximum number of sick leave days which shall be accumulated in the Bank shall not exceed 500 days. In any year in which the one-day contributions to the Bank by each salaried employee would cause the total accumulation to exceed 500 days, no such contributions shall be made by an employee.
- 16.4 A written request for use of Sick Leave Bank days, accompanied by a physician's statement indicating the probable duration of the absence, will be submitted in order to the following persons for recommendation:
- a. The employee's immediate supervisor.
 - b. The Sick Leave Bank Committee of the Association. After the Sick Leave Bank Committee has reviewed and approved the application, it shall be submitted to the Superintendent for approval or disapproval. The decision of the Superintendent shall be final. The applicant shall, upon request, be given the reasons for the

Superintendent's decision and if the applicant chooses, a meeting with the Superintendent to discuss the reasons for the decision.

- 16.5 Hourly paid employees will not be eligible for Sick Leave Bank consideration.

ARTICLE 17 - PAID HOLIDAYS/VACATION

17.1 Paid Holidays

- 17.1.2 Paid holidays for salaried employees shall be set forth in Appendix C-1 and C-2 to this agreement. Calendars for salaried employees shall be developed during the spring preceding the beginning of each fiscal year for the District.

- 17.1.3 Permanent part-time employees shall be entitled to a paid holiday on: Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year's Day, Good Friday, Martin Luther King Day, Memorial Day. Holiday pay for permanent part-time employees will be calculated by multiplying the usual and customary number of hours the employee is assigned to work by his hourly rate of pay.

- 17.1.4 Paid vacation time shall be granted only to twelve (12) month salaried employees.

17.2 Vacation

- 17.2.1 A current employee appointed to a twelve-month salaried position, will receive credit for years of service to be pro-rated to the new position and applied to vacation days earned, and salary adjustments. The service time will be calculated by totaling the number of hours the employee worked for the District, from his/her original hire date and divided by the specific annual hours for the position to which he/she is being appointed, rounded to the nearest whole year.

- 17.2.2 Upon the reformulation of years of service, if the employee has accumulated twelve (12) months of employment, he/she is entitled to eleven (11) days of vacation effective immediately upon appointment. Any credited vacation days must be redeemed before the subsequent June 30th. Upon the reformulation of years of service, if the employee has accumulated more than twelve (12) months of service, the employee will be credited with vacation days as defined in Section 17.5. Any employee with more than six (6) months but less than twelve (12) months of employment or reformulated service months will earn five (5) days vacation to be redeemed before the subsequent June 30th. On July 1st, all employees granted vacation time will be credited with the appropriate days earned, per Section 17.5

- 17.2.3 A newly hired employee will earn a maximum of eleven (11) working days vacation from the date of his employment through the next succeeding June 30th. These days will be credited at the rate of one (1) day per full month of employment for each consecutive month of employment, up to the maximum. If, by June 30th of his first year of employment, the employee has not earned the maximum of eleven (11) days vacation and has completed part of a month's service, the employee will be credited with one (1) day vacation if he has worked ten (10) days or more in that month or he will be credited with one-half (1/2) day vacation if he has worked less than ten (10) days in that month. Vacation earned by a newly hired employee in his first year of employment shall be taken after the next succeeding July 1 following his day of employment. This paragraph will be effective for employees hired on or after July 1, 1973.
- 17.2.4 Paid vacation time allowance following the first year, or portion thereof, as outlined in paragraph 17.2 above, shall be as follows:
- a. Eleven (11) days after twelve (12) consecutive months of employment.
 - b. Twelve (12) days after three (3) consecutive years of employment.
 - c. Thirteen (13) days after five (5) consecutive years of employment.
 - d. Fourteen (14) days after eight (8) consecutive years of employment.
 - e. Sixteen (16) days after ten (10) consecutive years of employment.
 - f. Seventeen (17) days after thirteen (13) consecutive years of employment.
 - g. Twenty-two (22) days after fifteen (15) consecutive years of employment.
- 17.2.5 Employees with sixteen (16) or more vacation days shall use at least one-half (1/2) of their vacation time between July 1 and December 31, unless there are extenuating circumstances.
- 17.2.6 Employees may be required to take five (5) days of vacation time during the summer or winter holiday recess. This requirement shall only apply in the event that the District notifies the Association President of the requirement to take five (5) days of vacation as to each respective employee so requested, at least ninety (90) days in advance, provided vacation days are available.
- 17.2.7 Employees have the ability to carry over five (5) vacation days from one

year to another to be taken with the approval of their immediate supervisor and the School Business Administrator.

ARTICLE 18 - MEDICAL INSURANCE

18.1 Each employee regularly assigned nineteen (19) hours a week or more shall be eligible for health insurance coverage. An employee regularly assigned a minimum of nineteen (19) hours per week will be eligible for single person coverage. An employee regularly assigned a minimum of thirty-five (35) hours per week will be eligible for family coverage. The District will offer employees a choice of health insurance carriers and coverage as the selected plans provide. The District will make every effort to offer comparable insurance coverage, with the understanding that the coverages offered are controlled by the carriers and not the District. Only reputable vendors will be selected by the District. Prescription and dependent care to age 19/23 coverage will be included so long as the carriers provide such coverage. Other options will be included as offered by the carriers specific to the selected plan(s).

18.2 An employee shall not be entitled to enroll in any of the District's group medical plans if the employee is otherwise covered under another comparable plan. The term "covered" shall mean that the employee is named as a participant under a single or family plan other than that of the District. In the event that an employee has been covered by said other plan, he shall have the option to select a District plan either during the open enrollment period of a given year or at another time if the District employee has lost or been rejected coverage under the non-District plan. No employee shall be entitled to cover a dependent or spouse under a District medical plan, if said dependent or spouse is otherwise eligible for a comparable non-District health plan.

All employees shall annually file with the Payroll Office an affidavit provided by the District, attesting to the health insurance carrier, either with the District or from another source. (Moved from 18.6)

18.3 Effective July 1, 2003 and thereafter, employees hired prior to January 1, 1999, the District will contribute 100% of the annual premium of the lowest cost health insurance plan offered by the District pursuant to the terms of Section 18.1 of this article for employees eligible for single person coverage and for employees eligible for family coverage. For employees hired after January 1, 1999, the District will contribute 95% of the annual premium of the lowest cost health insurance plan offered by the District pursuant to the terms of Section 18.1 of this article for employees eligible for single person coverage and for employees eligible for family coverage. For eligible employees selecting other than the lowest cost health insurance plan offered by the District pursuant to the terms of Section 18.1

of this article, each eligible employee will pay the difference between the amount paid by the District as described in this section and the cost of the plan selected by payroll deduction. The lowest cost health insurance plan will be determined annually for the school year (July 1 through June 30) during the open enrollment period.

Effective July 1, 2003, the District will establish a hospitalization co-pay fund for the offered HMO's. Should the lowest cost plan include a hospitalization co-pay, the District will reimburse the employee 50% of the cost of that co-pay should it be \$250 or less, and 75% of that co-pay should it be in excess of \$500, upon presentation of the receipt of paid charges for hospital service.

- 18.4 Effective July 1, 2003, the District will contribute annually twenty-four thousand (\$24,000) to the Trust Fund already established. Effective July 1, 2004, July 1, 2005 and July 1, 2006, the District will contribute annually twenty-five thousand (\$25,000), twenty-six thousand (\$26,000) and twenty-seven thousand (\$27,000) dollars respectively to the Fund. The Association will provide the District with a copy of the annual audit of the Trust Fund. District contributions to the Trust shall be contingent upon the receipt of acceptable annual audits.
- 18.5 Employees who regularly work nineteen (19) hours or more per week, but less than thirty-five (35) hours per week shall only be eligible for single coverage, but shall have the option of taking family coverage, provided that the employee shall pay the difference in premium. Employees who regularly work less than nineteen (19) hours per week will not be eligible for any District-paid medical insurance benefits.
- 18.6 Employees who regularly work thirty-five (35) hours per week shall be eligible for family coverage if appropriate. If an employee's hours are reduced to less than full-time, but at least nineteen (19) hours or more, his insurance coverage will remain the same until the end of the fiscal year. If at the beginning of the next fiscal year the employee's hours are not increased to full-time then he would be eligible for single coverage only.
- 18.7 Effective July 1, 2003, any employee who retires, pursuant to New York State Employee Retirement System regulations, may participate in the District group plan under the following conditions:
- 18.7.1 The retiree will assume the payment of the full amount of the premium.
- 18.7.2 The retiree must accept the District's program as then constituted.
- 18.7.3 The retiree will make payment to the District, not later than the first

day of each month, the amount of the monthly insurance premium for that month.

18.7.4 Failure to make the payment to the District on or before the first day of each month will result in the retiree being dropped from the group plan.

18.7.5 A retiree who is dropped from the group plan due to failure to pay premiums on a timely basis, shall not be reinstated.

18.8 Ten (10) month employees who resign from their positions between the end of the school year and the first workday in September will be dropped from the medical insurance program effective July 1st.

18.9 In the event of the death of an employee who is working in the District who is, at the time of death, enrolled in the District's medical insurance program, the spouse of the employee may continue in the medical insurance program, in the appropriate plan, under the same conditions that apply to retirees as stated in paragraph 18.7.

18.10 The District will pay the sum of \$600 per employee eligible for single person coverage and \$750 for employees eligible for family coverage to all claimants who file a claim for payment, effective July 1, 2003 and thereafter, provided the claimant was eligible for the District's insurance coverage and did not, in fact, have the District's coverage for the entire year. The period of eligibility for this payment shall be the fiscal year of July 1 to June 30 of each respective year and said payment shall be made during the final pay period of that respective year. To be eligible for this payment, an employee must have been employed for the full fiscal year indicated herein.

18.11 If two staff members are married to each other and have children, and either staff member is eligible for family coverage, the District shall provide medical insurance only to the extent of one family coverage under one of the plans. However, if two staff members are married to each other and do not have children, and both are eligible for at least single coverage, the District will determine whether two single person plans or one family plan will be provided.

18.12 The District will continue to administer a Section 125 Plan which includes un-reimbursed medical expenses and dependent care costs, but will not allow employees to roll over unexpended contributions to the next plan year. Such unexpended money shall revert to the District. The District will negotiate additional content of the plan and choose an administrator. The District will pay the cost for the administration of the plan to a maximum of eight (8) percent of employee contributions. The Plan Administrator will provide an annual report to the District for each year of the plan, indicating

the employee contributions made during the prior plan year and the unexpended contributions.

- 18.13 The District and the Association agree to form a joint committee to study and recommend cost savings options which consider the maintenance of existing benefits. The parties will each select three (3) members to serve on such committee and its recommendations will be due to the Superintendent of Schools and the Association President within one year of the ratification of this Agreement.
- 18.14 The District will supply all employees with a cost summary of their current health insurance benefits by September 30 of each year.

ARTICLE 19 - RETIREMENT

19.1 General Provisions

- 19.1.1 Employees of the District who are eligible and elect, or are required, to belong to the New York Employees Retirement System will be covered by the Improved Non-Contributory Retirement Plan as provided in Section 75 (l) Section 41 (j) (unused sick leave) and Section 60 (b) (minimum death benefits).
- 19.1.2 An employee who retires will be eligible for all earned vacation up to his final day of work. The date of retirement will be set to include the use of earned vacation time.
- 19.1.3 Eligible employees who are hired after July 1, 1973, and who are new members of the New York State Employees Retirement System, will be covered by the appropriate plan as designated by the legislature.

19.2 District Retirement Incentive Program

- 19.2.1 A person becomes eligible to retire for incentive purposes when that employee has accumulated ten years of service to the District and is eligible to retire without penalty according to the rules and regulations of the New York State Employees Retirement System.
- 19.2.2 Any person who becomes eligible to retire for incentive purposes between July 1 and June 30 of a given year will be eligible for a retirement incentive payment provided such employee gives notice to the District in writing within 60 days of the anticipated retirement date. An incentive payment will be made in the amount of \$3,000 together with any amounts due and owing to an employee pursuant to paragraph 9.1.2 of the agreement up to a maximum of \$6,000.

- 19.2.3 All payments due and owing to an employee who retires and is eligible for a retirement incentive payment shall be paid no later than ninety (90) days after retirement date.
- 19.2.4 In the event that the District elects or is mandated to adopt a legislated Retirement Incentive Program of the State of New York, the above "District Retirement Incentive Program" shall not apply.

ARTICLE 20 - MILEAGE REIMBURSEMENT AND IN-SERVICE TRAINING

- 20.1 The District will pay the current mileage rate as adopted by the Board of Education for trips in the employee's own automobile while on school business which has been approved by the Superintendent of the Schools.
- 20.2 Employees who attend District approved workshops outside their regular workday shall receive additional pay at their regular rate of compensation.

ARTICLE 21 - CLASS PROTECTION

Competitive class employees are eligible for protection under Civil Service Law, Section 75 and Section 76, upon permanent appointment and non-competitive class employees are eligible for this protection after five (5) years of consecutive employment in that job classification.

ARTICLE 22 - GRIEVANCE PROCESS

- 1. The Superintendent and the Association recognize the importance of an orderly, clearly definitive procedure for resolving grievances for civil service personnel.
- 2. DEFINITIONS:
 - a. "GRIEVANCE" shall mean any claim based upon the terms and conditions of employment stipulated in this agreement.
 - b. "AGGRIEVED PARTY" shall mean any individual or group of individuals in the unit filing a grievance.
 - c. "INFORMAL PRESENTATION" means that the aggrieved party shall make an oral statement of the grievance in an informal or conference setting.
 - d. "FORMAL PRESENTATION" and/or "NOTIFICATION" shall mean a written statement dated and signed by the party concerned.

- e. "DAYS" shall mean workdays.
- f. "IMMEDIATE SUPERVISOR" shall be defined as follows:
 - 1. Secretaries to individual administrators – The administrator to whom assigned.
 - 2. Business office clerical staff - The Business Administrator.
 - 3. Plant operation personnel - The Superintendent of Buildings and Grounds.
 - 4. Clerical personnel and teacher aides, and monitors – The Principal of the building to which assigned.

3. BASIC STANDARDS AND PRINCIPLES

- a. A person or persons instituting a grievance shall have the right at all levels to proceed personally or through the Association representative. The aggrieved party may request the presence of an Association representative at all levels of grievance proceedings.
- b. Each employee shall have the right to present his grievance as herein provided, free from interference, coercion, restraint, discrimination or reprisal. However, the presentation and processing of the grievance shall not disrupt normal working activities.
- c. In all cases of time limits provided in this grievance procedure, the computation of working days shall exclude Saturdays, Sundays and all days on which school is closed. It is essential that the time limits as set forth in this Appendix A1 be strictly adhered to by the parties and the employees. However, the parties may, by mutual consent, extend any such time limit, provided that such extension must be evidenced by a written memorandum dated and signed by an authorized representative of each party. Consent to an extension must not be withheld unreasonably by either party.
- d. All meetings involving grievances will be held during either unassigned time during the workday or after normal working hours.
- e. During the pendency of any proceedings, and until final resolution has been reached, neither party will have recourse to public communication media. Public releases shall be jointly agreed upon by both parties.
- f. A written record of the grievance and the disposition of said grievance shall be kept on file in the office of the Superintendent, separate from the personnel file on any employee.

- g. To be considered a proper grievance, Level One must be initiated within thirty (30) days of the actual incident.
- h. Situations or conditions prevailing prior to the grievance shall remain in effect until a final settlement is reached.
- i. Any expenses incurred by an employee in the process of a grievance shall be paid by the employee. Any expenses incurred by the Superintendent for action taken by him shall be borne by the District.
- j. To submit a written grievance, the grievant must answer fully to the best of his ability the questions on the form marked "Attachment 1".
- k. If an answer is not given on or before the last day of a time limit set in Levels One or Two of this grievance procedure, the grievance may be appealed as though the answer had been given on such last day. If a timely answer to a grievance is not appealed in writing before the appeal time expires, the grievance is deemed to be satisfied and barred by the answer. Such answer or appeal shall be considered timely if it is either mailed or hand delivered on the date required by this agreement.
- l. The purpose of the meetings required or permitted at Levels One and Two of this grievance procedure is twofold. The first purpose is to bring out the facts relevant to the grievance. The second purpose is to explore possible settlements of the grievance.
- m. The Association has the right to process a grievance for two (2) or more people in the following manner:
 - 1. An informal meeting will be held with the Superintendent and/or designee. A response shall be forthcoming within ten (10) days.
 - 2. If the informal meeting does not resolve the issue, the Association shall have the right to proceed to a formal Level Two grievance.

4. THE GRIEVANCE PROCEDURE

a. LEVEL ONE - INFORMAL PRESENTATION TO SUPERVISOR.

- 1. When an employee believes that he has a grievance, he shall have the right and the obligation to first discuss the matter with his immediate supervisor in an effort to resolve it.
- 2. Should the grievance not be resolved in the discussion with the immediate supervisor, the aggrieved party may within ten (10) days following a decision rendered at the informal level, submit a written

statement on the form marked "Attachment 1" hereto of the portion of this agreement which the aggrieved believes to have been violated and the remedy sought. The immediate supervisor shall reply in writing to the aggrieved party within ten (10) days following the receipt of the written grievance.

b. **LEVEL TWO - FORMAL PRESENTATION TO SUPERINTENDENT**

1. If the aggrieved party is not satisfied with the decision rendered by his immediate supervisor, the aggrieved party may submit a written copy of the grievance and the immediate supervisor's reply, together with a written statement of appeal, to the Superintendent within ten (10) days of the receipt of the decision from his immediate supervisor.
2. The Superintendent, or such person designated to act in his place, shall attempt to resolve the grievance and a written reply shall be made to the aggrieved party within (10) days.

c. **LEVEL THREE - ARBITRATION**

1. If the Association and the aggrieved party are not satisfied with the answer at LEVEL TWO, they may submit the grievance to arbitration. To submit a grievance to arbitration, the Association must, within fifteen (15) working days of the LEVEL TWO answer, send a letter to the Public Employment Relations Board ("PERB") with a copy to the Superintendent. The letter shall specifically identify the grievance to be submitted and shall request PERB to send to the Superintendent and the Association a list of the names of twenty (20) arbitrators. Within fifteen (15) working days of the day on which it receives its copy of the list, each party will return its copy to PERB with all names which are unacceptable to it crossed off and the remaining names numbered in order of the party's preference. If PERB determines that no mutually acceptable arbitrator has been selected by the parties, it shall send each party a second list of twenty (20) names and the foregoing procedure will be followed with respect to that list. If PERB determines that no mutually acceptable arbitrator has been selected by the parties from the second list, it shall name the arbitrator.
2. The arbitrator shall determine whether this agreement has been violated as alleged in the grievance by interpreting and applying this agreement, but the arbitrator shall not add to, subtract from or otherwise modify this agreement, nor shall he require the commission of any act violative of this agreement or which violates any law or any rule or regulation which has the force and effect of law.

3. The arbitrator's decision shall be final and binding on the parties and the employees.
4. One-half (1/2) the fees and expenses of the arbitrator shall be paid by each party. All other expenses incident to the arbitration, including the compensation of witnesses, must be paid by the party which incurred them.
5. No more than one (1) grievance may be appealed to an arbitrator in the course of a single arbitration with an express, written agreement of the parties to that effect.

APPENDIX A

GRIEVANCE FORM

TO: _____ (immediate supervisor's name)

(1) Who is grieving: If there is more than one grievant, the same information must be listed and each must sign on an attached sheet.

NAME:

CLASSIFICATION:

(2) What the District did or failed to do that the grievant(s) object to: _____

(3) Date on which occurrence took place: _____

Paragraph(s) of the agreement violated by the District's act or failure to act: _____

(4) Action the grievant(s) believes the District should take in the foregoing situation:

Grievant's Signature

APPENDIX B

MINIMUM HIRING SALARIES

July 1, 2003 – June 30, 2007

<u>TITLE</u>	<u>RATE</u> <u>EFFECTIVE</u> <u>JULY 1, 2003</u>	<u>RATE</u> <u>EFFECTIVE</u> <u>JULY 1, 2004</u>	<u>RATE</u> <u>EFFECTIVE</u> <u>JULY 1, 2006</u>
Laborer	\$9.00	\$9.40	\$9.80
Laborer/Messenger	9.00	9.40	9.80
Custodian	9.75	10.15	10.55
Maintenance Helper	9.75	10.25	10.75
Groundswoker	9.90	10.40	10.90
General Mechanic	10.80	11.30	11.80
Head Custodian	11.50	11.90	12.30
Electrician	11.50	12.00	12.50
Head Maintenance Worker	12.00	12.50	13.00
Clerk-Typist	\$9.50	\$9.95	\$10.40
Senior Clerk-Typist	10.00	10.45	10.90
Copy Machine Operator	10.00	10.45	10.90
Account Clerk Typist	10.25	10.70	11.15
Principal Clerk Typist	10.80	11.25	11.70
Senior Account Clerk Typist	10.80	11.25	11.70
Computer Support Assistant	10.75	\$11.20	\$11.65
Cleaner	\$7.60	\$8.05	\$8.50
Teacher Aide	7.60	8.15	8.70
School Monitor	7.60	8.15	8.70
Seasonal Employee	7.60	8.05	8.50

APPENDIX C-1

10-MONTH EMPLOYEE CALENDAR

The following are the twelve paid holidays for ten-month salaried employees:

- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Eve Day
- Christmas Day
- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day

Twenty-one days may be assigned to selected personnel during July and August. An additional paid holiday (July 4th) shall be provided to these employees.

Each ten-month clerical employee is entitled to excess day(s) which may be taken anytime during the year, as indicated by prepared calendar. These day(s) are to be taken at a time which is mutually convenient to the employee and their supervisor, but must be arranged for not later than May 1st of each year of this agreement.

Excess Days are available to salaried 10 month staff. Salaried 10 month staff are required to work 200 days between the period of September 1 and June 30. Should that time period include more than 200 work days, the work days above 200 are considered excess days to be taken when mutually agreed upon by employee and immediate supervisor.

The specific yearly calendar for salaried employees shall be developed during the spring preceding the beginning of each fiscal year for the District.

APPENDIX C-2

12-MONTH EMPLOYEE CALENDAR

The following are the fourteen paid holidays for 12-month salaried employees:

- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day

The specific yearly calendar for salaried employees shall be developed during the spring preceding the beginning of each fiscal year for the District.

APPENDIX D

LONGEVITY PROGRAM

Regular full-time employees shall be entitled to longevity increments on the basis of continuous full-time years of service with this District. The longevity schedule shall be as follows, effective July 1, 2003:

Beginning the 10th year	=	\$400.00
Beginning the 12th year	=	\$400.00
Beginning the 15th year	=	\$400.00
Beginning the 20 th Year	=	\$500.00*
Beginning the 30 th Year	=	\$525.00

This refers only to continuous, full-time years of service in this District. If a part-time employee becomes full-time, the District will grant the employee longevity credit for the employee's past, continuous part-time service proportionately pursuant to article 17.2.1.

*The addition of a 20 year longevity stipend will apply only to those eligible employees that reach this 20 year service milestone during the proposed life of this contract (July 1, 2003 through June 30, 2007).

APPENDIX E

BUSINESS LEAVE REQUEST FORM

Business leave may be taken, up to a maximum of three days per year, for taking care of urgent personal business which cannot be taken care of outside of the employee's normal working hours. Examples of appropriate reasons include medical or dental appointments, court appearances, marriage or graduation of a member of the immediate family, or natural disaster. Business leave is not be used for vacation of other non-business purposes. Unused Business Leave days may accumulate as sick time. (See EACSPA Agreement, Section 10, Business Leave Provisions).

Name _____ Building _____ Date _____

I hereby request a Business Leave day on _____

Number of Business Leave days used this year _____

Signature _____

I recommend _____ Approval _____ Disapproval Date _____
Supervisor's Signature

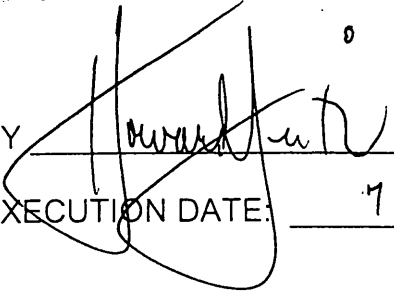
I recommend _____ Approval _____ Disapproval Date _____
School Business Administrator's Signature

White - Employee Yellow - Payroll Pink - Switchboard

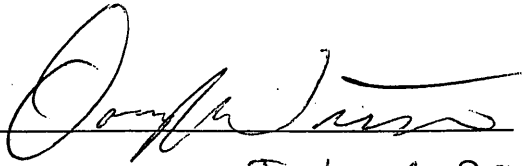
SUBSCRIPTION

IN WITNESS WHEREOF, WE HAVE AFFIXED OUR SIGNATURES.

EAST AURORA UNION FREE
SCHOOL DISTRICT SUPERINTENDENT
OF SCHOOLS

BY 
EXECUTION DATE: 7/1/03

EAST AURORA CIVIL SERVICE
PERSONNEL ASSOCIATION LOCAL
#4626

BY 
EXECUTION DATE July 1, 2003